

AMENDMENT TO SEWER SERVICE AND AVAILABILITY AGREEMENT

This AMENDMENT TO SEWER SERVICE AND AVAILABILITY AGREEMENT, dated as of the 13 day of August 2007 (the "Amendment"), is made and entered into by and among the Town of Westfield, Indiana, an Indiana municipality ("Westfield"), and Wilfong Land Companies, LLC an Indiana limited liability company ("Wilfong").

RECITALS

1. On or about September 11, 2006, Westfield established the Eagle Station Planned Unit Development, an area generally located along the northern boundary of State Road 32 between the hamlet of Eagletown and Springmill Road, as more particularly shown on Exhibit A hereto (the "Eagletown PUD").
2. On or about the same date, Westfield and Developer entered into a certain SEWER SERVICE AND AVAILABILITY AGREEMENT (the "Take or Pay Agreement"), which sets forth Developer's commitment to purchase 2,875 sewer Equivalent Dwelling Units ("EDUs") from Westfield during its development of the Eagletown PUD and a copy of which is included as Exhibit "B".
3. On or about May 1, 2007, Wilfong filed with Westfield a petition to rezone certain real estate to the Eagletown PUD zoning classification, thereby increasing the amount of real estate in the Eagletown PUD from approximately 854 acres to 997 acres (the "2007 Eagletown Amendment"), also shown in Exhibit A.
4. The 2007 Eagletown Amendment results in an increase in the anticipated EDU's required from 2,875 to 3,330.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

A. Amendment of Takedown Schedule. Westfield agrees to reserve 3,330 EDU's of sanitary sewer treatment capacity, and in the event Westfield approves the 2007 Eagletown Amendment Wilfong agrees to purchase the aforementioned Sewer EDU's according to the schedule attached hereto as Exhibit "C" (the "Takedown Schedule, August 2007 Amendment").

B. Authority to Enter Agreement. The Westfield Representative executing this Amendment represents and warrants that he has all requisite entity power and authority to enter into this Agreement, and that each has taken all necessary actions required as a condition precedent to entry into and execution of this Agreement.

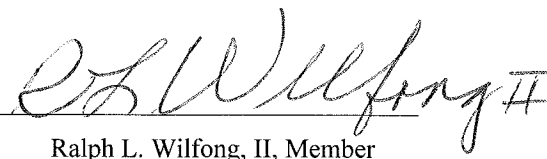
THE TOWN OF WESTFIELD, INDIANA

By: _____

Bruce Hauk, Acting Town Manager

Date: _____

WILFONG LAND COMPANIES, LLC

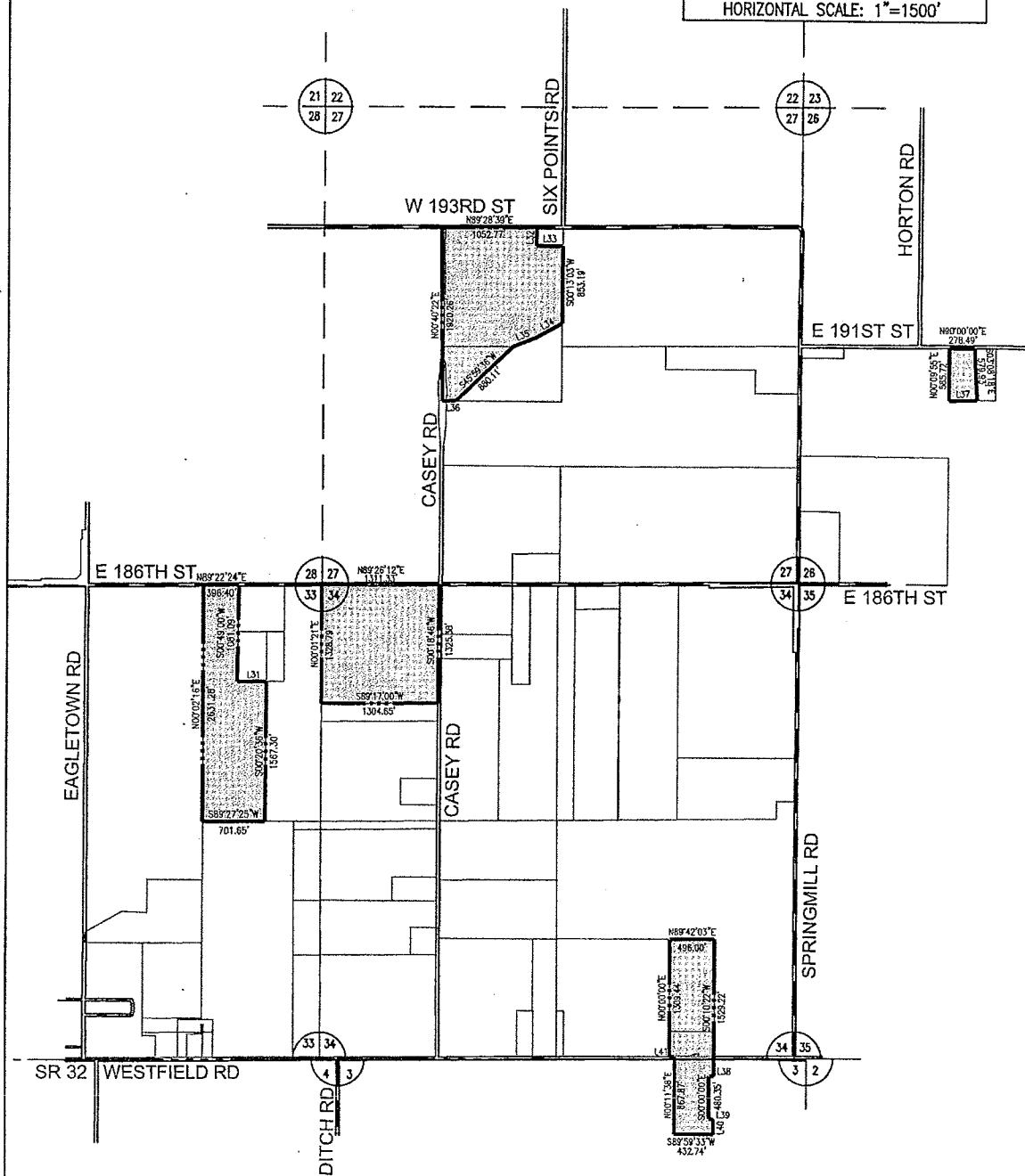
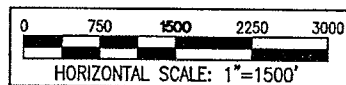
By: 
Ralph L. Wilfong, II, Member

Date: 8-13-07

EXHIBIT “A”

The Eagletown PUD

LINE TABLE		
LINE	LENGTH	BEARING
L31	328.49	N89°32'16"E
L32	206.83	S00°51'46"W
L33	292.45	S89°33'26"E
L34	331.86	S60°55'57"W
L35	269.16	S67°56'23"W
L36	188.84	S89°22'46"W
L37	312.00	S88°46'39"W
L38	52.11	N89°00'00"W
L39	50.07	S89°00'11"E
L40	170.01	S00°12'38"W
L41	58.77	S89°41'42"W



NOTE: THE LEGAL DESCRIPTION AND BOUNDARY INFORMATION SHOWN IN THIS EXHIBIT ARE NOT PART OF A BOUNDARY SURVEY OF THE PARCELS AND ARE ONLY TO BE USED FOR ZONING PURPOSES.



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Engineers • Surveyors • Planners • Scientists
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Suite 150, Indianapolis, IN 46250
Phone: 317.913.8330 Fax: 317.913.6928
Columbus Cincinnati Indianapolis Charlotte

Prof. No.: 2006-0539

EXHIBIT A-1: Legal Description And Boundary Information Rezone - Eagletown Pud

Scale:
1"=1500'
Date:
03-20-07
Sheet No:
2 of 2

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST, LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA DESCRIBED AS FOLLOWS:
COMMENCING AT THE HARRISON MONUMENT MARKER AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE NORTH LINE OF SAID SECTION SOUTH 89 DEGREES 20 MINUTES 15 SECONDS WEST (ASSUMED BEARING) 950.00 FEET TO A MAG NAIL AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ON THE WEST LINE OF REAL ESTATE IN DEED RECORD IN INSTRUMENT NUMBER XXXXXXXX IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA SOUTH 00 DEGREES 39 MINUTES 45 SECONDS EAST 1086.91 FEET TO THE SOUTHWEST CORNER OF SAID REAL ESTATE TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE ON THE SOUTH LINE SAID REAL ESTATE NORTH 89 DEGREES 20 MINUTES 15 SECONDS 308.00 FEET TO THE WEST LINE (OR NORTHWEST CORNER) ? OF REAL ESTATE IN DEED RECORDED INSTRUMENT NUMBER 9709710348 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE ON (SAID) WEST LINE SOUTH 00 DEGREES 45 MINUTES 46 SECONDS WEST 1564.05 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE ON SAID SOUTH LINE SOUTH 89 DEGREES 29 MINUTES 14 SECONDS 678.57 FEET TO THE SOUTHEAST CORNER OF REAL ESTATE IN DEED RECORDED INSTRUMENT NUMBER 9809841961 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE ON THE WEST LINE OF SAID REAL ESTATE NORTH 00 DEGREES 05 MINUTES 59 SECONDS EAST 2648.94 FEET TO THE NORTH LINE OF SAID QUARTER SECTION TO A MAG NAIL; THENCE ON SAID NORTH LINE NORTH 89 DEGREES 20 MINUTES 15 SECONDS EAST 374.23 FEET TO THE PLACE OF BEGINNING CONTAINING 33.50 ACRES MORE OR LESS. SUBJECT TO ALL LEGAL HIGHWAYS, RIGHT OF WAY, EASEMENTS AND RESTRICTIONS OF RECORDS.

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 3 EAST LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA DESCRIBED AS FOLLOWS:
BEGINNING AT A HARRISON MONUMENT MARKER AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST;
THENCE ON THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89 DEGREES 28 MINUTES 42 SECONDS EAST (ASSUMED BEARING) 1323.61 FEET TO A HARRISON MONUMENT MARKER AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE ON THE EAST LINE OF SAID QUARTER QUARTER SECTION, SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST 1324.37 FEET TO A MAG NAIL AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, SOUTH 89 DEGREES 23 MINUTES 53 SECONDS WEST 1323.29 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION, THENCE ON THE WEST LINE OF SAID QUARTER QUARTER SECTION NORTH 00 DEGREES 10 MINUTES 40 SECONDS EAST 1326.22 FEET TO THE POINT OF BEGINNING, CONTAINING 40.26 ACRES, MORE OR LESS.

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 3 EAST, IN HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE HARRISON MONUMENT AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 3 EAST, THENCE ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER NORTH 89 DEGREES 40 MINUTES 27 SECONDS EAST 1031.85 FEET TO A MAG NAIL ON THE WEST LINE A 1.39 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 9609634782; THENCE ON SAID WEST LINE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS WEST 207.30 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING" ON THE SOUTH LINE OF SAID 1.39 ACRE TRACT; THENCE ON SAID SOUTH LINE NORTH 89 DEGREES 40 MINUTES 27 SECONDS EAST 293.00 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING" ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE ON SAID EAST LINE SOUTH 00 DEGREES 09 MINUTES 46 SECONDS WEST 843.46 FEET TO THE SOUTH LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN DEED RECORD BOOK 352 PAGE 345; THENCE ON SAID SOUTH LINE SOUTH 64 DEGREES 51 MINUTES 36 SECONDS WEST 650.95 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 45 DEGREES 59 MINUTES 36 SECONDS WEST 880.11 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 46 SECONDS WEST 188.84 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 53 SECONDS EAST 1920.26 FEET TO THE POINT OF BEGINNING, CONTAINING 43.704 ACRES MORE OR LESS.

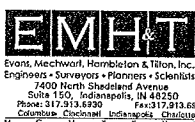
A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 3 EAST LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER NORTH 89 DEGREES 59 MINUTES 53 SECONDS WEST (ASSUMED BEARING) TO A MAG NAIL AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 03 DEGREES 50 MINUTES 18 SECONDS EAST 598.28 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING ON THE SOUTH LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 9357399; THENCE ON SAID SOUTH LINE SOUTH 88 DEGREES 35 MINUTES 08 SECONDS WEST 311.76 FEET A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE SOUTHWEST CORNER OF SAID REAL ESTATE; THENCE ON THE WEST LINE OF SAID REAL ESTATE NORTH 00 DEGREES 20 MINUTES 55 SECONDS EAST 604.64 FEET TO A MAG NAIL ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE ON SAID NORTH LINE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST 267.93 FEET TO THE POINT OF BEGINNING, CONTAINING 4.00 ACRES, MORE OR LESS.

PART SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION 63.87 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER THENCE NORTH 89 DEGREES 12 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 498.81 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS WEST A DISTANCE OF 1128.99 TO THE SOUTH LINE OF THE REAL ESTATE DESCRIBED IN DEED TO W.T. GLIDDEN PER INSTRUMENT #963618; THENCE SOUTH 89 DEGREES 10 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 1.12 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 59 SECONDS WEST A DISTANCE OF 191.02 FEET; THENCE SOUTH 59 DEGREES 12 MINUTES 19 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 491.84 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 52 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER A DISTANCE OF 1320.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND THE POINT OF BEGINNING. CONTAINING 15.09 ACRES, MORE OR LESS.

EXCEPT
DESCRIPTION OF REAL ESTATE: PER INSTRUMENT #200200065521
A PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE SOUTH LINE OF SAID QUARTER SECTION SOUTH 89 DEGREES 12 MINUTES 19 SECONDS WEST (ASSUMED BEARING), 1059.47 FEET; THENCE PERPENDICULAR TO THE LAST DESCRIBED COURSE, NORTH 00 DEGREES 47 MINUTES 41 SECONDS WEST, 25.00 FEET TO A POINT ON THE APPARENT NORTH RIGHT OF WAY LINE OF STATE ROAD 32 (50 FOOT TOTAL RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUING NORTH 00 DEGREES 47 MINUTES 41 SECONDS WEST 37.40 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 8.56 FEET; THENCE SOUTH 77 DEGREES 10 MINUTES 50 SECONDS WEST 64.01 FEET; THENCE SOUTH 32 DEGREES 11 MINUTES 38 SECONDS WEST 21.05 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON AND ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 12 MINUTES 19 SECONDS EAST 81.77 FEET TO THE POINT OF BEGINNING; CONTAINING 2395 SQUARE FEET, MORE OR LESS.

A PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 3 EAST, LOCATED IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 3 EAST (SAID NORTHEAST CORNER BEING NORTH 00 DEGREES 00 MINUTES 00 SECONDS 0.81 FEET FROM THE HARRISON MARKER AT THE CLOSING CORNER FOR SAID NORTHEAST QUARTER); THENCE SOUTH 89 DEGREES 27 MINUTES 25 SECONDS WEST (ASSUMED BEARING) 134.42 FEET TO THE HARRISON MARKER AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE SOUTH 89 DEGREES 17 MINUTES 14 SECONDS WEST 895.58 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO A MAG NAIL AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 00 MINUTES 18 SECONDS WEST 188.48 FEET TO 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS WEST 52.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE SOUTH 00 DEGREES 00 MINUTES 18 SECONDS WEST 480.35 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE SOUTH 89 DEGREES 59 MINUTES 42 SECONDS EAST 52.00 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING; THENCE SOUTH 00 DEGREES 00 MINUTES 18 SECONDS WEST 266.92 SOUTH RIGHT-OF-WAY LINE OF THE CENTRAL INDIANA RAILROAD; THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST 429.39 FEET ON AND ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS 931.32 FEET TO A MAG NAIL ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 17 MINUTES 14 SECONDS EAST 429.50 FEET TO THE POINT OF BEGINNING. CONTAINING 8.631 ACRES, MORE OR LESS.

NOTE: THE LEGAL DESCRIPTION AND BOUNDARY INFORMATION SHOWN IN THIS EXHIBIT ARE NOT PART OF A BOUNDARY SURVEY OF THE PARCELS AND ARE ONLY TO BE USED FOR ZONING PURPOSES.

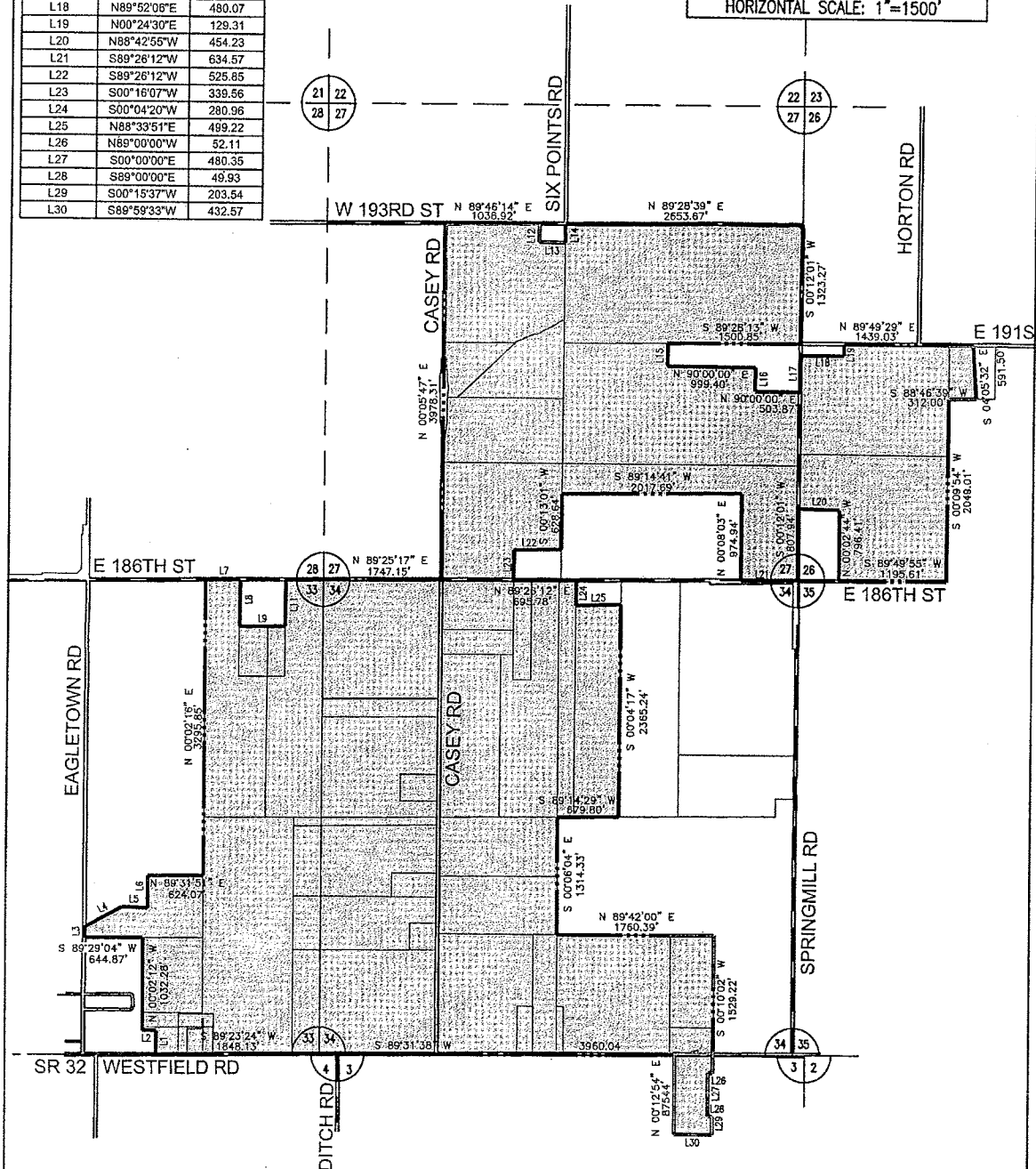
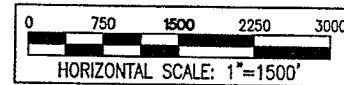


Prof. No.: 2008-0539

EXHIBIT A-1:
Legal Description And Boundary Information
Rezone - Eagletown Pud

Scale:
1"=1500'
Date:
03-20-07
Sheet No:
1 of 2

LINE TABLE		
LINE	BEARING	LENGTH
L 1	N00°25'34"W	265.25
L 2	N89°51'50"E	151.39
L 3	N00°05'29"E	118.93
L 4	N60°42'53"E	472.59
L 5	S88°00'00"E	283.05
L 6	N00°00'00"E	362.82
L 7	N89°22'24"E	397.11
L 8	S00°51'51"W	523.56
L 9	N89°30'14"E	518.44
L 10	LEFT	OUT
L 11	N00°03'18"E	524.60
L 12	S00°51'48"W	206.83
L 13	S89°33'26"E	292.45
L 14	N00°08'30"W	210.22
L 15	S00°00'00"W	255.38
L 16	S00°58'40"W	263.91
L 17	N00°12'01"E	403.34
L 18	N89°52'06"E	480.07
L 19	N00°24'30"E	129.31
L 20	N88°42'55"W	454.23
L 21	S89°28'12"W	634.57
L 22	S89°26'12"W	525.85
L 23	S00°16'07"W	339.56
L 24	S00°04'20"W	280.96
L 25	N88°33'51"E	499.22
L 26	N89°00'00"W	52.11
L 27	S00°00'00"E	480.35
L 28	S89°00'00"E	49.93
L 29	S00°15'37"W	203.54
L 30	S89°59'33"W	432.57



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Ernst, Mechwart, Hombler & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
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Phone: 317.313.6330 Fax: 317.313.6330
Columbus, Charleston, Indianapolis, Chicago

Proj. No.: 2006-0539

EXHIBIT A-2: Legal Description And Boundary Information Text Amendment - Eagletown Pud

Scale:
1"=1500'
Date:
03-02-07
Sheet No:
2 of 2

A part of Sections 26, 27, 33, and 34, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana, being described as follows:

Beginning at the Southeast corner of Section 33, Township 19 North, Range 3 East; Thence S 89°23'24" W, 1848.13; Thence N 0°25'34" W, 265.25 feet; Thence S 89°51'50" W, 151.39 feet; Thence N 0°02'12" E, 1032.28 feet; Thence S 89°29'04" W, 644.87 feet to the centerline of Eagletown Road; Thence along said centerline N 0°05'29" E, 118.93 feet; Thence N 60°42'53" E, 472.59 feet; Thence S 88°00'00" E, 283.05 feet; Thence N 0°00'00" E, 362.82 feet; Thence N 89°31'51" E, 624.07 feet; Thence N 0°02'16" E, 3295.85 feet to the north line of said Section 33 and the centerline of 186th Street; Thence along said north line and centerline N 89°22'24" E, 397.11 feet; Thence S 0°51'51" W, 523.56 feet; Thence N 89°30'14" E, 518.44 feet; Thence N 0°03'18" E, 524.60 feet to the north line of said Section 33 and the centerline of 186th Street; Thence East along the north lines of Sections 33 and 34 and said centerline N 89°25'17" E, 1747.15 feet to the centerline of Casey Road; Thence along the centerline of Casey Road N 0°05'47" E, 3978.31 feet to centerline of W 193rd Street; Thence along said centerline N 89°46'14" E, 1036.92 feet; Thence S 0°51'46" W, 206.83 feet; Thence S 89°33'26" E, 292.45 feet; Thence N 0°08'30" W, 210.22 to the intersection of W 193rd Street and Six Points Road; Thence East along the centerline of 193rd Street N 89°28'39" E, 2653.67 feet to the East line of Section 27 and the intersection of 193rd Street and Spring Mill Road; Thence along said East line and Spring Mill Road S 0°12'01" W, 1323.27 feet to the intersection of Spring Mill Road and 191st Street; Thence S 89°28'13" W, 1500.85 feet; Thence S 0°00'00" W, 255.38 feet; Thence N 90°00'00" E, 999.40 feet; Thence S 0°56'40" W, 263.91 feet; Thence N 90°00'00" E, 503.87 feet to the East line of Section 27 and the centerline of Spring Mill Road; Thence along said east line and centerline N 0°12'01" E, 403.34 feet; Thence N 89°52'06" E, 480.07 feet; Thence N 0°24'30" E, 129.31 feet to the centerline of 191st Street; Thence along said centerline N 89°49'29" E, 1439.03 feet; Thence S 04°05'32" W, 591.50 feet; Thence S 88°46'39" W, 312.00 feet; Thence S 0°09'54" W, 2049.01 feet to the South line of Section 26 and the centerline of 186th Street; Thence along said south line and centerline S 89°49'55" W, 1195.61 feet; Thence N 0°02'44" W, 796.41 feet; Thence N 88°42'55" W, 454.23 feet to the West line of said Section 26 and the centerline of Spring Mill Road; Thence along said West line and centerline S 0°12'01" W, 807.94 feet to the Southwest corner of said Section 26 and the intersection of Spring Mill Road and 186th Street; Thence along the south line of Section 27 and the centerline of 186th Street S 89°26'12" W, 634.57 feet; Thence N 0°08'03" E, 974.94 feet; Thence S 89°14'41" W, 2017.69 feet; Thence S 0°13'01" W, 628.64 feet; Thence S 89°26'12" W, 525.85 feet; Thence S 0°16'07" W, 339.56 feet to the South line of said Section 27 and the centerline of 186th Street; Thence along said south line and centerline N 89°26'12" E, 695.78 feet; Thence S 0°04'20" W, 280.96 feet; Thence N 88°33'51" E, 499.22 feet; Thence S 0°04'17" W, 2365.24 feet; Thence S 89°14'29" W, 679.80 feet; Thence S 0°06'04" E, 1314.33 feet; Thence N 89°42'00" E, 1760.39 feet; Thence S 0°10'02" W, 1529.22 feet; Thence N 89°00'00" W 52.11 feet; Thence S 0°00'00" E 480.35 feet; Thence S 89°00'00" E 49.93 feet; Thence S 0°15'37" W 203.54 feet to the south line of the now abandoned Central Indiana Railroad; Thence along said south line S 89°59'19" W, 432.57 feet; Thence N 0°12'54" E, 875.44 feet to the centerline of SR 32 and the South line of Section 34; Thence along said South line S 89°31'38" W, 3960.04 feet to the point of beginning. Containing 998 acres more or less.

NOTE: THE LEGAL DESCRIPTION AND BOUNDARY INFORMATION SHOWN IN THIS EXHIBIT ARE NOT PART OF A BOUNDARY SURVEY OF THE PARCELS AND ARE ONLY TO BE USED FOR ZONING PURPOSES.



Proj. No.: 2006-0539

EXHIBIT A-2:
Legal Description And Boundary Information
Text Amendment - Eagletown Pud

Scale:	N/A
Date:	03-20-07
Sheet No:	1 of 2

EXHIBIT “B”

The Take or Pay Agreement

SEWER SERVICE AND AVAILABILITY AGREEMENT

This Sewer Service and Availability Agreement (the "Agreement") is by and between the Town of Westfield, Indiana, an Indiana municipality ("Westfield") and Wilfong Land Companies, LLC and its related entities and assigns ("Wilfong"), and is executed on the dates corresponding to signatures below;

WITNESSETH:

WHEREAS, Westfield renders sanitary sewer utility service and around the corporate limits of Westfield and in Washington Township, Hamilton County, ("Washington Township");

WHEREAS, Westfield and Washington Township have experienced and are experiencing significant growth and development;

WHEREAS, the significant growth and development in and around Westfield and in Washington Township have caused Westfield to fund major capital improvements to its sanitary sewer utility to support and accommodate such development;

WHEREAS, in connection with said capital improvements, Westfield has issued sewer bonds;

WHEREAS, Wilfong, either itself or by and through related entities owns and/or is the contract purchaser of certain real estate located in Washington Township more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A," which shall include any additional real estate acquired by Wilfong after the date of this Agreement which is either (a) adjacent to the real estate described in Exhibit "A" or (b) is adjacent to real estate acquired pursuant to (a) above. (the "Real Estate");

WHEREAS, Wilfong, by and through related entities and/or its assigns intends to develop, or cause the development of, the Real Estate as Eagle Station, necessitating approximately 2875 EDUs for sanitary sewer utility service;

WHEREAS, in order to service the development of the Real Estate, Westfield is willing to reserve 2875 EDUs of sanitary sewer treatment capacity; and

WHEREAS, an EDU of sanitary sewer service shall hereafter be referred to as a "Sewer EDU".

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals, which shall be incorporated herein by reference and construed as terms of this Agreement with full force and effect equal to the following terms, the parties hereto agree as follows:

Section 1. Minimum EDU Commitment. Per the schedule specified in Section 3 below and at the price specified in Section 4 below, the Developer agrees and commits to purchasing at least 2875 Sewer EDUs (the "Purchase Commitment"). Wilfong's obligations hereunder shall be contingent upon Wilfong receiving zoning approval for its project to develop the Real Estate as a Planned Unit Development on or before December 31, 2006.

Section 2. Westfield's Minimum EDU Commitment. At the prices which follow in Section 4, Westfield agrees and commits to make available, to service the demands of the Real Estate and the Development to be constructed thereon, at least 2875 Sewer EDUs.

Section 3. Takedown Schedule and Anniversary Date. The Developer commits to purchase the aforementioned Sewer EDUs according to the schedule attached hereto as Exhibit "B" (the "Takedown Schedule"). The date of the first Takedown of Sewer EDUs shall establish the "Anniversary Date" for the purposes of payment each year for Wilfong's Purchase Commitment for such year, provided, however, that the date of the first Takedown shall be no later than August 1, 2008. For example: if Wilfong or a Permitted Assignee (as hereinafter defined) first purchases 100 Sewer EDUs on April 1, 2008, the Anniversary Date for the purposes of this Agreement shall be April 1st. If Wilfong and/or a Permitted Assignee has not purchased any Sewer EDUs on or before August 1, 2008, then Wilfong shall pay for its Purchase Commitment for 2008 on August 1, 2008 and August 1st shall be the Anniversary Date for the purposes of this Agreement. Once established, the Anniversary Date shall be the date during each year shown on the Takedown Schedule on which Wilfong shall pay Westfield for all or any portion of its Purchase Commitment for such not previously purchased during the preceding one-year period, subject to the carry forward provisions of Section 5.

Section 4. Price to Be Paid Per EDU. The price to be paid, per Sewer EDU and per Water EDU, shall be the prevailing rate, as established by Ordinance and existing at the time payment is made at the following reduced schedule:

Availability Fee Discount of 10%

At any time during the term of this Agreement, if the price as set forth in this Section 4 is greater than the price which Westfield agrees to charge another developer or other third party for the purchase of either Sewer EDUs for the same period at a discount of greater than ten percent (10%) or at a price per Sewer EDU which when calculated on a per Sewer EDU basis is less than the price to be paid by Wilfong hereunder, Wilfong and/or a Permitted Assignee shall be entitled to purchase Sewer EDUs for that period at a price equivalent to the price offered to such other developer or other third party. Fee waivers referenced under Chapter 2, Division 8 of the Municipal Code of the Town of Westfield, Indiana shall not be considered in any pricing or calculation for purposes of this paragraph. Any agreement entered into by the Town prior to the execution of this agreement shall not be subject to Section 4 of this agreement.

Section 5. Sewer EDU Carry Forward. In the event that, at the end of any of the foregoing one year periods set forth in Exhibit "B", the number of Sewer EDUs purchased by Wilfong for such one year period exceeds the number of Sewer EDUs which Wilfong has committed to purchase during such one year period, the number of Sewer EDUs purchased by Wilfong in excess of the Purchase Commitment for that year will be credited against the Purchase Commitment for 2021 (the last year of Wilfong's Purchase Commitment) until there is no longer any Purchase Commitment for 2021. Thereafter, any excess purchased by Wilfong shall be credited against Wilfong's Purchase Commitment for 2020 and so on, and this Agreement shall be revised accordingly. Wilfong shall receive a credit against its Purchase Commitment for any Sewer EDUs purchased by any subsequent purchaser of the Real Estate.

Section 6. Removed.

Section 7. Acceleration of Purchase. The schedule in Section 3 above specifies the minimum number of Sewer EDUs which Wilfong must acquire per year interval and, in Wilfong's sole discretion, Wilfong may elect at any time or times to purchase more than such yearly minimum at the price specified in Section 4 above as applicable to the year of purchase.

Section 8. Assignment. Wilfong shall have the right to assign all or a portion of its Purchase Commitment hereunder to another entity in which Ralph L. Wilfong II, is a principal or which is under the common control of Wilfong or to any subsequent purchaser of any of the Real Estate (a "Permitted Assignee"). Otherwise, neither

Wilfong nor Westfield may assign this Agreement without the other's prior written consent, which consent shall not be unreasonably withheld.

Section 9. Authority. Each undersigned person signing on behalf of any party that is a municipality or limited liability company certifies that (i) he is fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this Agreement for and on behalf of the party for which he signs, (ii) that each party hereto has full capacity, power, and authority to carry out and enter into the obligations under this Agreement, and (iii) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of each party.

[signature page follows]

THE TOWN OF WESTFIELD, INDIANA

By: *Jerry Rosenberger*
Jerry Rosenberger, Town Manager

Date: *Sept 11, 2006*

WILFONG LAND COMPANIES, LLC

By: *Ralph L. Wilfong II*
Ralph L. Wilfong, II, Member ()

Date: *11th September 2006*

1086861

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jerry Rosenberger, Town Manager of the Town of Westfield, Indiana, and executed the foregoing Water and Sewer Service and Availability Agreement on behalf of the Town of Westfield, Indiana.

Witness my hand and Notarial Seal, this 11th day of September 2006.

Shy S. Goss
Notary Public - Signature

Shy S. Goss
Notary Public - Printed

My Commission Expires:

5/6/09

My County of Residence:

Hamilton

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared
Ralph L. Wilfong, II, a Member of Wilfong Land Companies, LLC, and executed the
foregoing Water, and Sewer Service and Availability Agreement on behalf of
Eagle Station

Witness my hand and Notarial Seal, this 11th day of SEPTEMBER, 2006.



[Signature]
Notary Public - Signature

SCOTT L SAUCEDO
Notary Public - Printed

My Commission Expires:

2/1/13

My County of Residence:

HAMILTON

A partial Sections 26, 27, 28, and 29, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana, being described as follows:

Beginning at the Southeast corner of Section 26, Township 19 North, Range 3 East; Thence S 89°23'27" W, 1643.13; Thence N 0°16'31" W, 253.25 feet; Thence N 59°51'52" E, 151.39 feet; Thence N 0°26'12" E, 1032.23 feet; Thence S 82°30'04" W, 244.82 feet to the centerline of Eggenman Road; Thence along said centerline N 0°15'25" E, 115.93 feet; Thence N 60°42'51" E, 472.67 feet; Thence S 88°00'00" E, 253.05 feet; Thence N 0°05'00" E, 162.83 feet; Thence N 55°31'51" E, 624.57 feet; Thence N 0°07'17" E, 647.93 feet; Thence N 19°27'16" E, 701.65 feet; Thence N 6°20'08" E, 1267.30 feet; Thence S 89°12'16" W, 310.49 feet; Thence N 0°15'51" E, 557.65 feet; Thence N 89°02'14" S, 418.44 feet; Thence N 6°03'15" E, 524.60 feet to the north line of said Section 26 and the centerline of 163rd Street; Thence along said north line and centerline N 88°22'24" E, 420.31 feet to the northeast of said Section 26; Thence along the East line of said Section 26 S 0°01'21" E, 1325.19 feet; Thence N 15°17'00" E, 1325.78 feet to the centerline of Carey Road; Thence along the centerline of Carey Road N 0°03'07" E, 3311.72 feet; Thence N 85°00'00" E for a distance 152.33 feet; Thence N 49°52'16" E, 850.11 feet; Thence N 64°04'12" E, 592.80 feet; Thence N 0°02'48" E, 1023.41 feet to the intersection of Six Points Road and 162nd Street; Thence along said 162nd Street N 89°25'05" E, 2251.67 feet to the East line of Section 27 and the intersection of 163rd Street and Springfield Road; Thence along said East line and Springfield Road S 0°12'30" W, 1323.27 feet to the intersection of Springfield Road and 161st Street; Thence S 85°22'13" W, 1560.25 feet; Thence S 0°00'00" E, 253.35 feet; Thence N 85°00'00" E, 353.43 feet; Thence S 0°03'40" W, 263.81 feet; Thence N 55°00'00" E, 523.87 feet to the centerline and centerline; Thence along said centerline and centerline N 0°12'00" E, 483.34 feet; Thence N 19°52'16" E, 450.07 feet; Thence N 0°24'32" E, 129.31 feet to the centerline of 161st Street; Thence along said 161st Street N 55°51'49" E, 11171.02 feet; Thence S 0°05'54" W, 2544.55 feet to the South line of Section 26 and the centerline of 163rd Street; Thence along said south line and centerline S 89°40'55" W, 1195.61 feet; Thence N 0°12'44" W, 756.41 feet; Thence N 85°42'55" W, 454.23 feet to the West line of said Section 26 and the centerline of Springfield Road; Thence along said West line and centerline Thence S 0°12'01" W, 607.94 feet to the Southwest corner of said Section 26 and the intersection of Springfield Road and 161st Street; Thence along the north line of said Section 26 and the centerline of 163rd Street S 85°26'12" W, 534.57 feet; Thence N 0°05'00" E, 274.94 feet; Thence S 85°14'41" W, 2017.63 feet; Thence S 0°13'01" W, 520.84 feet; Thence S 85°26'12" W, 525.33 feet; Thence S 0°16'07" W, 353.55 feet to the South line of said Section 27 and the centerline of 163rd Street; Thence along said south line and centerline N 0°12'00" E, 495.76 feet; Thence S 0°04'20" W, 250.26 feet; Thence N 65°33'51" E, 499.22 feet; Thence S 0°04'17" W, 2355.74 feet; Thence S 89°14'16" W, 673.80 feet; Thence S 0°05'00" E, 1314.31 feet; Thence N 89°14'16" E, 1254.33 feet; Thence S 0°10'00" E, 1335.89 feet to the South line of said Section 28 and the centerline of SR 12; Thence along said south line and centerline S 89°12'31" W, 3594.79 feet to the Northwest corner of Section 29, Township 19 North, Range 3 East; Thence along the South line of said Section 29, Township 19 North, Range 3 East S 85°23'27" W, 165.31 feet to the point of beginning. Containing 256.6 acres more or less.

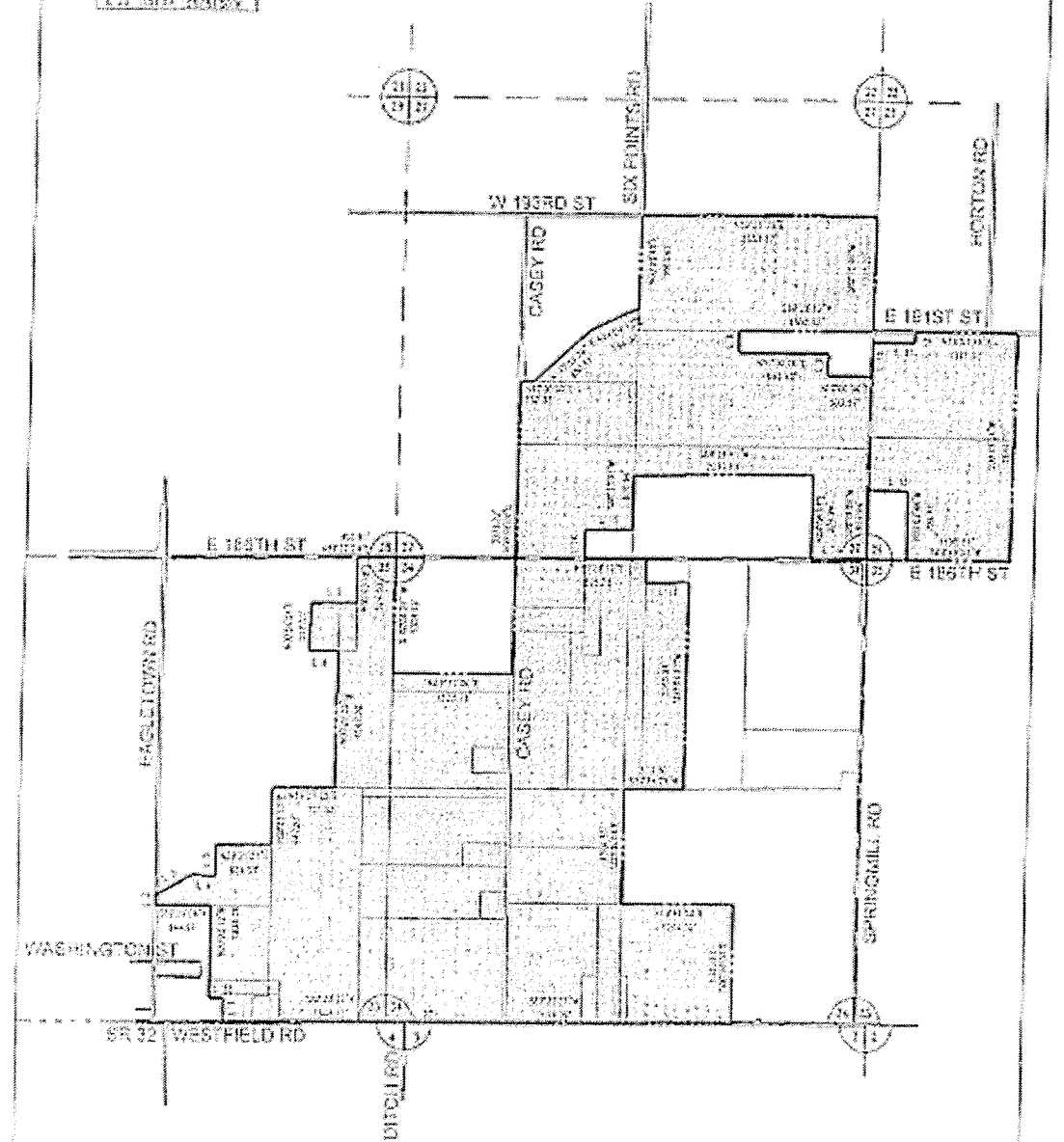
NOTE: THE LEGAL DESCRIPTION AND BOUNDARY INFORMATION SHOWN IN THIS EXHIBIT ARE NOT PART OF A BOUNDARY SURVEY OF THE PARCELS AND ARE ONLY TO BE USED FOR ZONING PURPOSES.



ZONING EXHIBIT FOR INDIANA LAND GROUP EAGLE STATION

DATE	N/A
BY	04-26-08
SHEET NO.	1 of 2

1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	1.10	1.11	1.12	1.13	1.14	1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.22	1.23	1.24	1.25	1.26	1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.36	1.37	1.38	1.39	1.40	1.41	1.42	1.43	1.44	1.45	1.46	1.47	1.48	1.49	1.50	1.51	1.52	1.53	1.54	1.55	1.56	1.57	1.58	1.59	1.60	1.61	1.62	1.63	1.64	1.65	1.66	1.67	1.68	1.69	1.70	1.71	1.72	1.73	1.74	1.75	1.76	1.77	1.78	1.79	1.80	1.81	1.82	1.83	1.84	1.85	1.86	1.87	1.88	1.89	1.90	1.91	1.92	1.93	1.94	1.95	1.96	1.97	1.98	1.99	2.00
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NOTE: THE LEGAL DESCRIPTION AND BOUNDARY INFORMATION SHOWN IN THIS EXHIBIT ARE NOT PART OF A BOUNDARY SURVEY OF THE PARCELS AND ARE ONLY TO BE USED FOR ZONING PURPOSES

PREPARED BY:
 ENGINEER & ARCHITECT
 10000 N. 10TH AVE.
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 DAVENPORT, IA 52814
 PHONE: 319.399.1234
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 WWW: WWW.EAGLESTATIONIA.COM

ZONING EXHIBIT FOR INDIANA LAND GROUP EAGLE STATION

DATE	11-16-07
BY	04-25-08
REVISED	
SHEET	2 of 2

EXHIBIT B

<u>Year</u>	<u>EDU's Committed</u>
2006	0
2007	0
2008	100
2009	150
2010	150
2011	150
2012	200
2013	200
2014	200
2015	225
2016	250
2017	250
2018	250
2019	250
2020	250
2021	250

EXHIBIT “C”

The Takedown Exhibit Schedule
August 2007 Amendment

“EXHIBIT C”
TAKEDOWN EXHIBIT SCHEDULE, AUGUST 2007 AMENDMENT

<u>Year</u>	<u>EDU's Committed</u>
2008	100
2009	150
2010	150
2011	150
2012	200
2013	200
2014	200
2015	225
2016	250
2017	250
2018	275
2019	275
2020	275
2021	300
2022	300
14 years	3300